

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SHIRLEY BURRIS,

Plaintiff,

17-cv-9289 (JGK)

- against -

ORDER

HOUSING & SERVICES INC., ET AL.,

Defendants.

JOHN G. KOELTL, District Judge:

The plaintiff pro se has filed an application for a temporary restraining order and a default judgment against the defendant Housing and Services, Inc., which, among other things, would require that the defendant provide a month-to-month lease to the plaintiff and require that a payment of \$27,000 that was placed in escrow as part of a Settlement Agreement so ordered by the Court be released to secure a lease payment for the plaintiff. See ECF No. 155.

Magistrate Judge Lehrburger recently denied a similar application by the plaintiff, which was styled as an application to amend the Settlement Agreement. See ECF Nos. 151, 154. As Magistrate Judge Lehrburger explained, the Settlement Agreement was reached after long negotiations and is binding on the plaintiff and the other parties. ECF No. 154. The Settlement Agreement provided that \$27,100 was to be placed in escrow to assure that the plaintiff would vacate her current apartment and

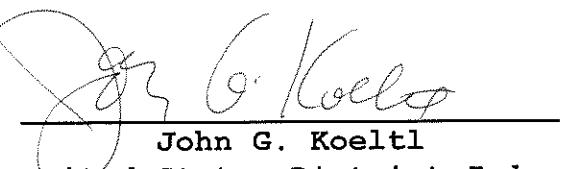
was agreed to by the plaintiff who was represented by counsel. See ECF No. 148-1. There is no basis to amend the Settlement Agreement. There is also no basis to grant a default judgment. There is no showing that the Settlement Agreement has been violated. It is the plaintiff who seeks not to comply with the Settlement Agreement, which has been so ordered by the Court.

The request for a temporary restraining order and a default judgment is **denied**.

The Clerk is respectfully requested to email a copy of this Order to the plaintiff at burris.shirley16@gmail.com and to transmit a copy of this Order to counsel for the plaintiff.

SO ORDERED.

Dated: New York, New York
 January 29, 2025



John G. Koeltl
United States District Judge